



Item : III.d.

Tuesday, September 26, 2023

**SUBJECT: MODIFICATION OF ARTICLE 23 OF THE 2022-2025 FAU BOT/UFF
 COLLECTIVE BARGAINING AGREEMENT**

PROPOSED BOARD ACTION

Approve a Modification of Article 23 of the 2022-2025 Collective Bargaining Agreement (“CBA”) between the Florida Atlantic University Board of Trustees and the United Faculty of Florida (“UFF”).

BACKGROUND INFORMATION

Employees of the A.D. Henderson University School and FAU High School, together known as FAU Schools (“FAUS”), are covered by the CBA with UFF. Articles 23.4(h)(1)(a) and 23.4(h)(1)(b) of the UFF CBA provide a minimum salary for FAUS employees of \$53,000 for the Grandfathered Salary Schedule and \$48,960 for the Performance Salary Schedule.

In the 2023 Florida legislative session, the Legislature passed and Governor DeSantis signed an allocation approving \$1.05 billion for teacher salary increases throughout the state as part of the General Appropriations Act. The Florida Department of Education’s Florida Education Finance Program (“FEFP”) allocated \$111,255 of these funds to FAUS to fund the increases.

The Administration and the UFF have agreed that distribution of these funds in accordance with the State’s requirements results in a new starting salary for Article 23.4(i)(1)(a) permanent FAUS faculty on the Grandfathered Salary Schedule of \$54,500, and a new starting salary for Article 23.4 (i)(1)(b) non-permanent FAUS faculty on the Performance Salary Schedule of \$49,500. These salary increases positively impact 59 full- time teachers. In addition to the base salary increase implemented in 2023-24, FAUS faculty rated Highly Effective or Effective will receive a 3% increase applied in accordance with Article 23.4

IMPLEMENTATION PLAN/DATE

Effective upon Board of Trustees and UFF ratification.

FISCAL IMPLICATIONS

This year's legislation created and funded this new allocation within the FEFP. The portion of these new funds allocated to FAUS combined with FAUS's existing FEFP allocation fully fund the increases for all affected faculty. The legislation requires school districts to maintain the new minimum base salary in subsequent fiscal years unless specifically changed in a future General Appropriations Act.

Supporting Documentation: Proposed Modified Article 23 of the 2022-2025 FAU BOT/UFF
CBA.

Presented by: David Kian, Vice President & General
Counsel Phone: 561-297-300

United Faculty of Florida at FAU (UFF-FAU) and the Florida Atlantic University Board of
Trustees
Memorandum of Understanding

The United Faculty of Florida at Florida Atlantic University (UFF-FAU) and the Florida Atlantic University Board of Trustees (FAU BOT) hereby enter this Memorandum of Understanding (MOU) to memorialize the parties' agreement to modify Collective Bargaining Agreement Article 23 *as to FAUS*.

1. Each Florida school district is required to submit a plan for the distribution of Teacher Salary Increase Allocation funds by October 1, ~~2022~~2023.
2. The parties hereby agree to modify CBA Article 23 as follows:

23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary Schedule: Grandfathered and Performance. For the purposes of FAUS and this section only, these terms shall become effective upon the start of the employee's academic year. Except where retroactivity is expressly allowed herein, any changes in terms or benefits of employment will be effective upon ratification.

(a) FAUS Employee Promotion Increases.

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2021-2022, 2022-2023, and 2023-2024 effective upon the start of the academic year appointment upon the promotion. Permanent status and annual employees may be promoted and may receive any promotion/merit salary increase. Permanent employees having earned a 3% increase for meeting the Permanent promotional requirements prior to the establishment of the University School Accomplished Instructor designation are ineligible for an additional 3% increase; however, may be granted the Accomplished Instructor designation.

(2) These increases shall be granted in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:

- 3% To achieve University School Accomplished Instructor;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

- (b) FAUS Non-Permanent Employee Performance Salary Schedule (PSS) Increases. All eligible non-permanent status FAUS employees shall receive a 2% base salary increase in 2021-2022, 2022-2023 and 2023-2024 for achieving an overall performance rating of Highly Effective or 1.75% base salary increase for achieving an overall performance rating of Effective in 2021-2022, 2022-2023, and 2023-2024.
- (c) 2022-2023 Teacher Salary Increase Allocation. All eligible non-permanent status FAUS employees shall receive an additional 3% base salary increase in 2022-2023 for achieving an overall performance rating of Highly Effective or 2.75% base salary increase for achieving an overall performance rating of Effective in 2021-2022.
- (d) FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.75% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving an overall performance rating of Highly Effective or Effective.
- (e) 2022-2023 Teacher Salary Increase Allocation. All eligible permanent status FAUS employees shall receive an additional 2.75% base salary increase in 2022-2023 for achieving an overall performance rating of Highly Effective or Effective in 2021-2022.
- (f) Differentiated Pay. Permanent employees on the Grandfathered Salary Schedule shall receive a 0.25% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving a Highly Effective overall performance rating and serving as a full-time faculty member at FAUS for a minimum of 10 years.
- (g) 2022-2023 Additional Differentiated Pay. Permanent employees on the Grandfathered Salary Schedule shall receive an additional 0.25% base salary increase in 2022-2023 for achieving a Highly Effective overall performance rating.
- (h) 2023-2024 Teacher Salary Increase Allocation. All eligible returning FAUS employees shall receive an additional 3% base salary increase in 2023-2024 for achieving an overall performance rating of Highly Effective or Effective in 2022-2023.

The increases for Permanent and Non-Permanent employees are subject to state law governing salary increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

- (i) Performance and Grandfathered Salary Schedules for FAUS Employees.
 - (1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.

a. Grandfathered Salary Schedule.

The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract. The GSS employee base minimum starting salary is ~~\$53,000~~\$54,500.

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(iG). Supplements are not added to or become part of the base salary.

GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

b. Performance Salary Schedule.

The Performance Salary Schedule (PSS) is only available to instructional personnel on an annual contract. Employees on the GSS or with a permanent status contract are not eligible for PSS. Permanent status employees may “opt in” to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A permanent employee may not return to the GSS or regain permanent status.

The PSS employee base minimum starting salary is ~~\$48,960~~\$49,500. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to ~~\$48,960~~\$49,500.

PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article ~~24.3~~23.4(iG). Supplements are not added to or become part of the base salary.

PSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

(2) Advanced Degree Supplements.

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:

2021-2022

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,000.00
Double Masters	\$4,000.00
Specialist	\$4,000.00
Doctorate	\$5,500.00

2022-2023

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,250.00
Double Masters	\$4,250.00
Specialist	\$4,250.00
Doctorate	\$5,750.00

2023-2024

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,500.00
Double Masters	\$4,500.00
Specialist	\$4,500.00
Doctorate	\$6,000.00

(b)(j) Joint Appointments. FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department unit of the University, with such increases appropriately pro-rated.

(i)(k) FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

- (1) The activity must involve duties that extend beyond the normal workday;
- (2) Upon prior written approval, employees shall receive a separate salary supplement of \$30 per hour (to go into effect upon ratification of this Agreement) for each assigned activity, excluding Clubs and Athletics stipends;
- (3) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

23.5 Report to Employees. All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with

the person or committee which makes the initial recommendation for salary increases.

23.6 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations; documented compression/inversion; verified counteroffers; increased duties and responsibilities; special achievements; and litigation/settlements. The UFF shall be given notice of any in-unit increase designated for special achievements. Any in-unit increase designated for market equity or compression/inversion shall be pursuant to an Equity Distribution Policy approved by the dean and provided to the UFF. The Equity Distribution Policy shall state the eligibility and distribution formula and apply to all faculty in the department/school. The UFF shall have the opportunity to discuss the equity distribution policy in consultation with the President or his/her designee prior to the implementation.

23.7 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more Sections of this Article.

23.8 Type of Payment for Assigned Duties

- (a) Duties and responsibilities assigned by the University to an employee which do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not Temporary Employment, unless stated otherwise in this Agreement.
- (b) Duties and responsibilities assigned by the University to an employee which are in addition to the available established FTE for the position shall be compensated through Temporary Employment, not Salary.

23.9 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases in Section 23.3 from other sources, in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases negotiated for either 2022-2023, 2023-2024, or 2024-2025. Section 23.3 of this salary article shall become void and re-opened for negotiations by the parties. For base increases, the annual funding must be from new recurring funds able to be expended on faculty salaries in excess of the prior year's base funding.

In the event FAUS does not receive sufficient new legislative appropriation, Teacher Salary Increase Allocation, or maintenance or increase in the base student allocation appropriate annually in the Florida Education Finance Program to fund the salary increases negotiated for either 2021-2022, 2022-2023, or 2023-

24, Section 23.4 of this article shall become void and reopened for negotiations by the parties.

23.10 Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.

3. The terms of this MOU shall become effective upon ratification and remain in effect through the duration of the agreement. Except where retroactivity is allowed by this MOU, any changes in terms or benefits of employment will be effective upon ratification.

Tentatively Agreed

FAU Administration

UFF-FAU Bargaining Co-Chairs

Print Name(s)

Print Name(s)

Signature(s)

Signature(s)

Date

Date